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**Nondisclosure Agreement: Business-Sensitive Proprietary Information-Contractor
Employee Nondisclosure Agreement (JUL 2016)**

1. I, _____ hereinafter EMPLOYEE, understand that, in the course of my employment under Contract H98230-_____, Delivery Order _____, Project _____, through my employer, _____, hereinafter COMPANY, I may be given access to business-sensitive proprietary information of the National Security Agency (NSA), hereinafter AGENCY, and other Government contractors to assist the AGENCY in performing the following function(s)

[insert all applicable Business Management and Integration, database support and/or IG function]. For purposes of this agreement, "business-sensitive proprietary information" refers to information, not currently in the public domain, that may embody trade secrets or commercial, financial or budget information and that may be sensitive or privileged.

2. In performing this contract which entails access to business-sensitive proprietary information, as defined above, I agree to:

a. Allow access to business-sensitive proprietary information to only those contractor or subcontractor employees that need it to perform services under the contract.

b. Preclude access and disclosure of business-sensitive proprietary information to persons and entities outside of the support contractor's organization, except for persons identified by the Contracting Officer (CO) or Contracting Officer's Representative (COR) as having a need for access to the information.

c. Comply with training on the authorized uses and mandatory protections of business-sensitive proprietary information necessary to perform this contract.

d. Comply with all reasonable security procedures.

3. I acknowledge awareness of the procurement sensitivity of the business-sensitive proprietary information and certify that I will protect the confidentiality of all such material in my possession. I understand that disclosure of business-sensitive proprietary information to anyone not properly entitled to access could result in a violation of the Procurement Integrity Act (41 U.S.C. 423) or a personal or organizational conflict of interest.

4. I agree to use business-sensitive proprietary information only in the performance of work requirements necessary to carry out my duties under the above referenced contract and applicable Delivery Order. I will report to the CO or COR any actual or attempted violations of this agreement. I agree to return any and all business-sensitive proprietary information made available to me pursuant to performance of this contract, to the CO or COR upon the termination of my relationship with the contract or with COMPANY.

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5. I understand and agree that access to business-sensitive proprietary information precludes me from participating, on my own behalf; on behalf of COMPANY or subsequent employers; or on behalf of others, in the preparation of cost or technical proposals or taking part in contract negotiations involving or related to future requirements or projects, if such participation involves utilization of business-sensitive proprietary information. The CO may recognize exceptions to this preclusion on a case by case basis.

6. I agree that I will clearly identify myself as a representative of COMPANY prior to engaging in any communications through which business-sensitive proprietary information may be obtained from Government personnel or third parties (e.g., e-mails, meetings, telephones, and other situations where contractor status is not obvious).

7. Length of Obligation: I understand and agree that obligations in regard to business-sensitive proprietary information are perpetual and continue for as long as the information remains sensitive and proprietary.

8. I verify that I have read and fully understand this Agreement, and the conditions of the MPOAS 352.209-9010 Business-Sensitive Proprietary Information- Non Disclosure Agreement clause of the above referenced contract, and agree to abide by all requirements and restrictions contained in both documents. I understand that my strict compliance with the terms of these agreements is essential to the fulfillment of COMPANY'S contractual obligations and any violation of these agreements may result in breach of COMPANY's contract with the Government or preclusion of COMPANY's or subsequent employer's participation, or my personal participation in future Government projects.

EMPLOYEE

DATE

(End of Clause)

INTERNAL GOVERNMENT USE ONLY:

I have reviewed the NDA for correctness, completeness and proper NDA format.

Contracting Officer Signature/Date _____

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